

URANIUM LEASE - NEW MEXICO 14-20-0603-89
Ivor Adair - A&B MIN. CO. ALLOTTED LDS
Eff. 3/24/65 *Cover* 160.00 Acres

Assgd to: Shiprock Limited - Peter E. McDevitt: 9/11/67
Sublease to: H. W. Jamieson Mining: - Apprvd 7/22/69

6-15-72

SEMS-RM DOCID # 1231794

5-154a
(August 1961)

RECEIVED

SEP 22 1967

U. S. Geological Survey
Carlsbad, N. M.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

LEASE No. _____

CONTRACT No. 14-20-0603

8958

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior or his authorized representative has heretofore approved Uranium mining lease, dated March 11, 1965, entered into by and between Tah-non-Bah (Naomi Beconti) CP 7008, lessor, and Iver Adair, d/b/a A & B Mining Company & ADA ADAIR, his wife, lessees, covering the following-described lands in the Navajo Reservation (Insert name of Reservation, Pueblo, Nation, etc., as needed) in the State of New Mexico, situate in the South West quarter Section 23, Township 15 North, Range 17 West, Allotment Number 060192

NOW, THEREFORE, for and in consideration of One Dollar and other valuable considerations dollars (\$ 1.00), the receipt of which is hereby acknowledged, the said Iver Adair, d/b/a A and B Mining Company the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys a one-half interest in all of his right, title, and interest in and to said lease, subject to the condition that the Assignees exercise that certain Option to purchase lands, chattels real and mining claims, given them by the Assignor hereof and filed for record as reception #108728 to SHIPROCK LIMITED, a Limited Partnership of Grand Junction, Col. subject to the approval of the Secretary of the Interior or his authorized representative to SHIPROCK LIMITED, A Limited Partnership, of Grand Junction, Colorado. Said assignment to be effective from date of approval hereby by the Secretary of the Interior or his authorized representative.

IN WITNESS WHEREOF, the said assignor has hereunto set his hand and seal, this 24th day of May June, 1967

Iver Adair
Iver Adair

STATE OF _____ } ss:
COUNTY OF _____ }

Before me, a notary public, in and for said county and State on this _____ day of _____, 19____ personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires _____, 19____

Notary Public.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF **NEW MEXICO** } ss:
COUNTY OF **MCURINLEY** }

Before me, a notary public, in and for said county and State, on this 24th day of June, 1967 personally appeared **IVOR ADAIR, a Co Partner of A and B Mining Company, and ADA ADAIR, his wife**

to me known to be the identical person ~~who~~ **they** executed the same as **their** free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Sept 9, 1970

Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set _____ hand and seal this 13th day of July, 1967

SHIPROCK LIMITED, by
CRESLENN OIL COMPANY, GENERAL PARTNER
By Creston H. Alexander
Creston H. Alexander, President,
CRESLENN OIL COMPANY

CONSENT OF SURETY

The _____, of _____, surety for _____ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at _____ this _____ day of _____, 19____

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
SEP 11 1967

APPROVED:

Del McBrown
Area Director.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

EVIDENCE OF AUTHORITY OF OFFICERS TO EXECUTE PAPERS

(To be sworn to by secretary or president of a corporation and sealed with its seal)

I solemnly swear that CRESTON H. ALEXANDER was _____ and
_____ ~~xxx~~ 13th were on the _____ day
of July, 1967, the duly elected, qualified, and acting president, and secretary,
respectively, of CRESLENN OIL COMPANY, the General Partner of SHIPROCK
LIMITED, a Limited Partnership, CRESLENN OIL COMPANY being a
a corporation organized under the laws of Delaware on which day they
executed a certain mining Assignment for and in behalf of said cor-
acting as limited partner of Shiprock, Limited
poration, covering certain Trust or Restricted Indian lands on the Navajo Reservation
Reservation, in the State of New Mexico; that they were fully empowered to execute said
instrument and all papers in connection therewith, and that their action in executing the same binds the
said corporation to full performance of all obligations thereunder.

[CORPORATE SEAL]

M. J. Forhill
(Title)

Secretary

This 16th day of August, 1967

Subscribed and sworn to before me this 16th day of August, 1967

(Signed)

James J. Hardy
NOTARY PUBLIC, DALLAS COUNTY, TEXAS
(Title)

[SEAL]

* Indicate whether lease, bond, or assignment.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

RECEIVED

CONTRACT NO. _____
CONTRACT NO. 14-20-0603-8958

MAR 29 1965

U. S. Geological Survey
SARASOTA, N. H.

MINING LEASE INDIAN LANDS

(For Minerals other than Oil and Gas)

~~Uranium~~

Mining Lease

Navajo

Reservation

THIS INDENTURE OF LEASE, made and entered into in sextuplicate, on this 11th day of

March, 1965, between

Yah-nez-bah (Nezani Decent) 07003

2212 - 7th St., N.W.

Albuquerque

New Mexico

of _____, State of _____, part 7 of the first part, herein-

after called the lessor, and Ever Adair, d.b.a A and B Mining Company

of P.O. Box 392, Keab, State of Utah, part 7 of the second part,
hereinafter called the lessee

WITNESSETH:

I, Lessor, in consideration of \$1, receipt of which is hereby acknowledged, of the rent and royalty to be paid, and of the agreement of the lessee herein contained, grants and leases unto lessee for the sole purpose of prospecting for and

mining minerals, as follows: Uranium and other minerals associated therewith

the land described as follows: Allotment No. 060192

South West Quarter (SW₄)

section 20, township 15N, range 17W, New Mexico meridian, Navajo

Reservation, Mc Kinley County, State of New Mexico, and containing

160.00

acres, more or less. The lessee may occupy as much of the surface of the land as is necessary to carry on the work of prospecting for and mining, preparation, and removal of said minerals, including milling and storing.

II. TERM.—Subject to the other provisions herein contained, this lease is for a term of 10 years from the date of its approval and as long thereafter as the minerals specified are produced in paying quantities.

III. DEFINITION.—Superintendent refers to the official in charge of the Indian Agency that has jurisdiction over the lands leased.

IN CONSIDERATION OF THE FOREGOING, THE LESSEE AGREES:

(1) ROYALTY.—To pay, or cause to be paid, to the General Superintendent, Navajo Agency, Window Rock, Arizona. Make checks payable to "Bureau of Indian Affairs."

for the use and benefit of the lessor, a royalty as follows: See attached Exhibit "A"

EXHIBIT "A"

PERCENTAGE ROYALTY SCHEDULE
For Uranium and other Minerals associated therewith.

	MINE VALUE PER DRY TON	ROYALTY PERCENTAGE OF MINE VALUE PER DRY TON	
All royalty acc	\$ 0.01 to \$ 10.00	12. %	ring
the period tha	\$ 10.01 to \$ 20.00	13.3%	able
adjustment by	\$ 20.01 to \$ 30.00	14.6%	10-
year period, su	\$ 30.01 to \$ 40.00	15.9%	
	\$ 40.01 to \$ 50.00	17.2%	
	\$ 50.01 to \$ 60.00	18.5%	
(a) MINI	\$ 60.01 to \$ 70.00	19.8%	and-
owners, at the	\$ 70.01 to \$ 80.00	21.1%	le
per acre, or, i	\$ 80.01 to \$ 90.00	22.4%	mini-
mium royalty,	\$ 90.01 to \$100.00	23.7%	
	\$100.01 or more	25.0%	

(2) ANN
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and every yea
the lessor und

(3) DILI
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condition as r
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office fixtures,
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the leased lar
or grass fires
Commissioner
vailing in the
the suppressi
tractors or su

"MINE VALUE PER DRY TON," wherever used herein is hereby defined as the dollar value per dry ton of crude ores at the mine as paid for by the Atomic Energy Commission or other government agency before allowance for transportation and development; however, if the government at any time hereafter does not establish and pay for said ores on a fixed or schedule dollar value per dry ton of crude ores at the mine, or said ores contain saleable minerals, some, or all of which are disposed of to a custom treatment plant or smelter for treatment and sale, then mine value per dry ton shall be the gross value per dry ton of said crude ore as paid for by the Atomic Energy Commission or other Government authorized agency mill or other buyer, less any allowances or reimbursements for the following specific items; (1) transportation of ores; (2) allowances for exploration for, or development of ores; and (3) treatment of beneficiation of ores; which specific items shall in such event be deducted from the gross sales price received from the metal content of said ores by the seller before said percentage royalty is calculated and paid. Such payments shall be made on or before the twenty-fifth (25) day of the month next following receipt by lessee of payment for said ores together with a statement of the mine value of said ores and the amount of royalty due on each lot shipped and sold.

Wherever used in this document the word "ores" shall mean only the ore of uranium and other minerals associated therewith; and the words "ores mined and sold" or similar words shall be construed and understood to mean ores mined and removed from the demised premises for the purpose of milling, treatment, stockpiling or other disposition, and not that ores must be sold as such.

In addition to the above royalty payments there shall be paid to the General Superintendent for the use and benefit of the lessor 10% of any bonus paid by the United States Atomic Energy Commission for the production of ore from the above lease and particularly bonuses for the initial production of uranium ore from said lease. This provision shall not be limited to bonuses for initial production but shall apply to any and all bonuses paid for production of ore.

ROYALTIES for all metallic minerals other than uranium and minerals associated therewith:

The lessee shall pay to the General Superintendent for the use and benefit of the Indian landowners a royalty of (10%) percent of the gross value of the ore as shown by the smelter returns. All royalties accruing for any month shall be due and payable before the 25th day of the month succeeding, together with a statement of the mine value of said ores and the amount of royalty due on each lot shipped and sold.

II. TERM.
approval and

its

III. DEFINITION
lands leased.

the

IN CONSIDERATION

(1) ROYALTY

to be paid,

for the use and

All royalty accruing for any month shall be due and payable before the twenty-fifth day of the following month. During the period that the land is under Federal jurisdiction, the royalty provisions of this lease shall be subject to reasonable adjustment by the Secretary of the Interior or his authorized representative at the end of the first and each successive 10-year period, such adjustment being based upon market conditions as supported by evidence from the field.

(a) MINIMUM ROYALTY.—To pay, or cause to be paid, to the Superintendent for the use and benefit of the Indian landowners, at the expiration of each lease year, commencing with the _____ lease year, a minimum royalty of \$_____ per acre, or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty, if the actual royalty paid is less than the minimum royalty.

(2) ANNUAL RENTAL.—To pay, or cause to be paid, to the General Superintendent for the use and benefit of the lessor, in advance, beginning with the date of approval of the lease, as annual rental, the sum of One Dollar (\$1) per acre for the first lease year, and One Dollar (\$1) per acre per year, in advance of each anniversary date of the lease, for each and every year thereafter during the continuance of the lease. The rent is not to be credited on the royalties accruing to the lessor under this lease. If the lease is surrendered or canceled, no rent accruing to the lessor will be refunded.

(3) DILIGENCE, PREVENTION OF WASTE.—To exercise diligence in the conduct of prospecting and mining operations, to carry on development and operations in a workmanlike manner and to the fullest possible extent; to neither commit nor suffer waste to be committed upon the land leased; to comply with the applicable laws of the State in which the land is located; to take appropriate steps to preserve the property and provide for the health and safety of workmen; to surrender and return promptly the premises upon the termination of this lease to whoever is lawfully entitled thereto, in as good condition as received, except for the ordinary wear and tear and unavoidable accidents in their proper use of the premises; not to remove any building or permanent improvement erected on the leased property during the lease. If the payments agreed upon by this lease have been made and the other lease terms and applicable regulations have been complied with, the office fixtures and records, personal property, tools, pumping, and drilling outfits, boilers, engines, and mining machinery may be removed by the lessee at any time before 60 days after the lease expires by forfeiture or otherwise.

(4) FOREST PROTECTION.—The lessee agrees:

(a) Not to cut, destroy or damage timber without prior authority of the Commissioner of Indian Affairs or his authorized representative, such authorization to be made only where required by the pursuance of necessary mining operations.

(b) To pay for all such timber cut, destroyed or damaged at rates prescribed by the Commissioner of Indian Affairs or his authorized representative, such rates to be determined on the basis of sales of similar timber in the vicinity.

(c) Not to interfere with the sale or removal of timber from the land covered by this lease by contractors operating under an approved timber sales contract now in effect or which may be entered into during the period of this lease.

(d) To do all in its power to prevent and suppress forest, brush or grass fires on the leased land and in its vicinity, and to require its employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. To place its employees, its contractors, subcontractors, and the employees of such contractors or subcontractors employed on the leased land at the disposal of any authorized officer of the Indian Service for the purpose of suppressing forest, brush or grass fires with the understanding that the payment for such services shall be made at rates to be determined by the Commissioner of Indian Affairs or his authorized representative, which rates shall not be less than the rates of pay prevailing in the vicinity for services of similar character: *Provided*, That no payment shall be made for services rendered in the suppression of fires for which the lessee, its employees, contractors or subcontractors, or the employees of such contractors or subcontractors are responsible.

(e) To pay for the loss of all timber ten inches or more in diameter occasioned by fires for which it, or any of its employees, its contractors, subcontractors, or the employees of such contractors or subcontractors are responsible for the start or spread, the assessment of the value of such damages to be determined by the Commissioner of Indian Affairs or his authorized representative on the basis of the value of such timber on sales of similar timber in the vicinity. Also, to pay liquidated damages of ~~Ten and no/100~~ dollars (\$10.00) per acre for all young timber less than ten (10) inches in diameter destroyed by such fires unless a lesser rate of damages shall be approved by the Commissioner of Indian Affairs, and to pay all costs for the suppression of fires for which it, or any of its employees, contractors or subcontractors, or the employees of such contractors or subcontractors are responsible.

(f) Not to burn rubbish, trash, or other inflammable materials except with the consent of the authorized representative of the Commissioner of Indian Affairs, and not to use explosives in such manner as to scatter inflammable materials on the surface of the land during the fire season, except as authorized to do so by such representative.

(5) DEVELOPMENT.—The land described herein shall not be held by the lessee for speculative purposes, but for mining the minerals specified. The lessee shall begin operations within 6 months from the effective date of this lease. The lessee shall spend annually in actual mining operations, development, and improvements upon the leased land, or for the benefit of the leased land, including the annual rental, not less than ~~Eleven and no/100~~ Dollars (\$11.00) per acre. The lessee shall file with the Superintendent an itemized statement, in duplicate, within 20 days after each lease year, of the amount and character of the expenditures during the lease year. The statement must be certified under oath by the lessee or its agent. If the lessee fails to diligently develop or operate the mine, except when operation is interrupted by a strike, an act of God, or casualty not attributable to the lessee, this lease will be subject to cancellation. Whenever the Secretary of the Interior or his authorized representative considers the marketing facilities inadequate or the economic conditions unsatisfactory, he may authorize the suspension of operations for such time as he considers advisable, but this does not release the lessee from paying the advance annual rental. Payment of minimum royalty will not excuse complying with the provisions of this section.

(6) MONTHLY STATEMENTS.—To keep an accurate record of the mining operations, showing the sales, prices, dates, purchasers, and the amount of minerals mined, the amount of minerals removed, and the gross receipts, and to furnish the Superintendent sworn monthly reports before the twenty-fifth of the succeeding month. All royalty and advance rental due shall be a lien on all implements, tools, movable machinery, and all other chattels used in the operation and upon all of the unsold minerals obtained under the lease. An audit of the accounts and books of the lessee shall be made annually or at any other time directed by the Superintendent by a certified public accountant approved by the Secretary of the Interior and at the expense of the lessee. The lessee shall furnish, through the Superintendent, a free copy of the audit to the Secretary of the Interior within 30 days after the completion of each audit.

(7) REGULATIONS.—To abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to such leases including 25 CFR 172, and 30 CFR 231. Rate of royalty, the annual rental, or the term of the lease may not be changed by a future regulation without the written consent of the parties to this lease.

(8) ASSIGNMENT OF LEASE.—Not to assign this lease or any interest therein by an operating agreement including agreements providing for payment of overriding royalty or otherwise, nor to sublet any portion of the leased premises before restrictions are removed, except with the approval of the Secretary of the Interior. If this lease is divided by the assignment of an entire interest in any part of it, each part shall be considered a separate lease under all the terms and conditions of the original lease.

(9) BOND.—To furnish to the Superintendent an acceptable surety bond in the amount of Collective Dollars (\$_____). The right is reserved to the Secretary of the Interior or his authorized representative to increase the amount of bond above the sum named.

(10) LIQUOR.—The lessee further agrees that it will not use or permit to be used any part of said premises for any unlawful conduct or purpose whatsoever; that it will not use or permit to be used any part of said premises for the manufacture, sale, gift, transportation, drinking, or storage of intoxicating liquors or beverages in violation of existing laws relating thereto, and that any violation of this clause by the lessee or with its knowledge, shall render this lease voidable at the option of the Superintendent.

(11) INSPECTION.—The leased premises, producing operations, appurtenances, and all books and accounts of the lessee may be inspected by the lessor and its agents or any authorized representative of the Secretary of the Interior.

(12) DISPOSITION OF MINERALS AND SURFACE.—The lessor expressly reserves the right to lease, sell, or otherwise dispose of the oil and gas and the surface of the lands in this lease under existing law or laws hereafter enacted, such disposition to be subject to the right of the lessee to use as much of the surface as is necessary in the extraction and removal of the minerals from the leased land.

(13) SURRENDER AND TERMINATION.—The lessee may at any time terminate this lease or any part thereof upon the payment of all rentals, royalties, and other obligations due to the lessor, and the further sum of \$5, and in the event restrictions have not been removed, upon a showing satisfactory to the Secretary of the Interior or his authorized representative

that full provision has been made for the conservation and protection of the property, the lease to continue in full force and effect as to the lands not so surrendered. If this lease has been recorded, lessee shall file a recorded release with its application to the Superintendent for termination of this lease.

(14) **RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR.**—Should the Secretary of the Interior, at any time during the life of this instrument, relinquish supervision as to all or part of the acreage covered hereby, the relinquishment does not bind the lessee until the Secretary has given 30 days' written notice. Until the requirements are fulfilled, lessee shall continue to make all payments due under subsections 1 and 2. After notice of relinquishment has been received by lessee, this lease is subject to the following further conditions:

(a) All rentals and royalties accruing shall be paid directly to lessor or its successors in title.

(b) If at the time supervision is relinquished by the Secretary of the Interior as to all lands under this lease, and lessee has made all payments due under the lease and has fully performed all obligations on its part to be performed up to the time of such relinquishment, then the bond given to secure the performance of the lease and on file in the Indian Office shall be of no further force or effect.

(15) **WATER WELLS.**—The lessee may, at its own expense, drill and equip water wells on the leased premises and agrees that all wells will be left intact and properly cased at the termination of the lease by expiration of its term or otherwise. Lessee shall have the right to remove all mechanical pumping equipment installed by it at any wells.

(16). **DAMAGES.**—The lessee shall conduct all operations authorized in this lease with due regard to preventing unnecessary damages to vegetation, timber, soil, roads, bridges, cattle-guards, fences, and other improvements, including construction, operation, or maintenance of any of the facilities on or connected with this lease which causes damage to the watershed or pollution of the water resources. On termination of operations under this lease, the lessee shall make provisions for the conservation, repair, and protection of the property and leave all of the areas on which the lessee has worked in a condition that will not be hazardous to life or limb, and will be to the satisfaction of the Superintendent.

(17) **LIABILITY FOR DAMAGE.**—The lessee is liable for any and all damages resulting from its operations under this lease; including injury to the lessor, the tenants, licenses and surface owners, and for any and all damage to, or destruction of, all property, caused by the lessee's operations hereunder. The lessee agrees to save and hold the lessor and the United States, its employees, licensees, and the surface owner or their tenants harmless from all suits for injury or claims for damages to persons and property resulting from the lessee's operations under this lease.

(18) **ROADS.**—The lessee may use existing roads, if any, on the land and may construct, and maintain, at its own expense, any additional roads across lessor's lands that are necessary in carrying on the actual mining, prospecting, and exploration work after the location of these roads has been approved in writing by the Superintendent of the ~~-----~~ Cavajo Agency. The public obtains no rights to these roads, and upon termination of this lease or if at any time it becomes unnecessary for lessee to use the road for conducting the operations authorized under this lease, the right to use the road shall thereupon cease and all the rights shall revert in lessor in accordance with law. The lessee shall hold the lessor and the United States harmless and indemnify them against any loss or damage that might result from the negligent construction or maintenance by lessee of the road. Installations made in connection with roads by the lessee may be removed by the lessee.

(19) **INDIAN LABOR.**—The lessee shall employ Indians, giving priority to lessor and other members of its tribe in all positions for which they are qualified and available and shall pay the prevailing wage rates for similar services in the area. The lessee shall do everything practicable to employ qualified Indians, giving priority to the lessor and other members of its tribe and their equipment in the hauling of all materials under this lease, insofar as the lessee does not use its own equipment for that purpose. Lessee agrees to make special efforts to work Indians, giving priority to the lessor and other members of its tribe into skilled, technical, and other higher jobs in connection with the lessee's operations under this lease.

(20) **INSURANCE, SOCIAL SECURITY, TAXES, ETC.**—The lessee agrees to carry such insurance covering all persons working in, on, or in connection with the leased premises for the lessee as will fully comply with the provisions of the statutes of the State of ~~-----~~ New Mexico covering workmen's compensation and occupational disease, as are now in force or as may be amended. Further, the lessee agrees to comply with all the terms and provisions of all applicable laws of the State of ~~-----~~ New Mexico, and of the United States of America as now exist or as may be amended, pertaining to Social Security, unemployment, compensation, wages, hours, and conditions of labor; and to indemnify and hold the lessor and the United States harmless from payment of any damages occasioned by the lessee's failure to comply with these laws. The lessee shall pay all taxes lawfully levied or assessed on the sale, severance, production, extraction, or removal of any of the minerals covered by this lease.

(21) **HEIRS AND SUCCESSORS IN INTEREST.**—It is further covenanted and agreed that each obligation under this lease shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the parties to this lease.

(e) To pay for the loss of all timber ten inches or more in diameter occasioned by fires for which it, or any of its employees, its contractors, subcontractors, or the employees of such contractors or subcontractors are responsible for the start or spread, the assessment of the value of such damages to be determined by the Commissioner of Indian Affairs or his authorized representative on the basis of the value of such timber on sales of similar timber in the vicinity. Also to pay

(22) GOVERNMENT EMPLOYEES CANNOT ACQUIRE LEASE.—No lease, assignment thereof, or interest therein will be approved to any employee or employees of the United States Government whether connected with the Indian Service or otherwise, and no employee of the Interior Department shall be permitted to acquire any interest in such leases by ownership of stock in corporations having leases or in any other manner.

(23) CANCELLATION AND FORFEITURE.—When, in the opinion of the Secretary of the Interior or his authorized representative, there has been a violation of any of the terms or conditions of this lease before restrictions are removed, the Secretary of the Interior or his authorized representative has the right at any time after 30 days' notice to the lessee, specifying the terms and conditions violated, and after a hearing, if the lessee shall so request within 30 days of receipt of notice, to declare this lease void, and the lessor may then take immediate possession of the lands. After restrictions are removed, the lessor may use any available remedy in law or equity for breach of this contract by the lessee.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

TWO WITNESSES TO EXECUTION BY LESSOR:

Mary E. Davis

Naomi Becenti [SEAL]

Tah-noz-bah (Naomi Becenti)

P. O. *Carol C. Luce*

[SEAL]

P. O.

TWO WITNESSES TO EXECUTION BY LESSEE:

Mary E. Davis

A. & B. Mining Company

Ivor Adair [SEAL]

By: Ivor Adair

P. O. *Carol C. Luce*

P. O.

Attest:

State of *New Mexico*

County of *Bernalillo*

ss:

APPROVED MAR 24 1965

S/ JOHN C. DIBBERN
ASSISTANT AREA DIRECTOR

ACKNOWLEDGMENT OF LESSOR

Before me, a notary public, on this *11th* day of *March*, 19*65*, personally appeared *Naomi Becenti*

executed the within and foregoing lease, and acknowledged to me that *she* executed the same as *her* free and voluntary act and deed for the uses and purposes therein set forth.

Gracie A. Morris
Notary Public.

My commission expires *June 29, 1968*